Ana Colon, Inc. *and* Journeymens & Production Allied Services of America & Canada, International Union, Local 157 and New York Coat, Suit, Dress, Rainwear & Allied Workers' Union, International Ladies' Garment Workers' Union, Party to the Contract

New York Coat, Suit, Dress, Rainwear & Allied Workers' Union, International Ladies' Garment Workers' Union *and* Journeymens & Production Allied Services of America & Canada, International Union, Local 157 and Ana Colon, Inc., Party to the Contract. Cases 2-CA-17988 and 2-CB-8810

April 12, 1983

DECISION AND ORDER

BY MEMBERS JENKINS, ZIMMERMAN, AND HUNTER

On December 21, 1982, Administrative Law Judge Arthur A. Herman issued the attached Decision in this proceeding. Thereafter, Respondent Union filed exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt his recommended Order, as modified herein.[1]

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent Employer, Ana Colon, Inc., New York, New York, its officers, agents, successors, and assigns, and the Respondent Union, New York Coat, Suit, Dress, Rainwear & Allied Workers' Union, International Ladies' Garment Workers' Union, its officers, agents, and representatives, shall take the action set forth in the said recommended Order, as so modified:

1. Substitute the following for paragraph A,1(f):

"(f) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the Act."

DECISION

STATEMENT OF THE CASE

ARTHUR A. HERMAN, Administrative Law Judge: This case was heard by me in New York, New York, on September 8, 1982, on a consolidated complaint issued on May 19, 1981, which complaint was based on a charge filed on April 9, 1981, by Journeymens & Production Allied Services of America & Canada, International Union, Local 157, herein called Local 157, in Case 2-CA-17988, and a charge filed by Local 157 on April 15, 1981, in Case 2-CB-8810. The complaint alleges, in substance, that the Respondent Company, Ana Colon, Inc., herein called the Company, recognized, executed, and honored a collective-bargaining agreement[1] with the Respondent Union, New York Coat, Suit, Dress, Rainwear & Allied Workers' Union, International Ladies' Garment Workers' Union, herein called the ILGWU, covering certain employees of the Company, at a time when the Company was bound by a contract that it had with Local 157, and that, by thereafter failing and refusing to recognize Local 157 and to honor Local 157's contract, the Company violated Section 8(a)(1), (2), (3), and (5) of the Act, and that the ILGWU violated Section 8(b)(1)(A) and (2) of the Act by accepting recognition and entering into and maintaining a contract with the Company, containing a union-security clause, at a time when the Company was bound by a contract it had with Local 157. Answers were duly filed by both Respondents.

On the entire record, and after due consideration of the briefs filed by the General Counsel and the ILGWU, I make the following:

FINDINGS OF FACT

I. JURISDICTION

The Company, a New York corporation with an office and place of business in New York, New York, is engaged in the manufacture and nonretail sale and distribution of ladies' garments and related products. Annually, the Company sells and ships products valued in excess of $50,000 directly to customers located outside the State of New York. Respondents admit, and I find, that the Company is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

[1] In par. A,1(f) of his recommended Order to the Respondent Employer, the Administrative Law Judge used the broad injunctive language "in any other manner." Respondent Employer has not demonstrated a proclivity to violate the Act, nor has it engaged in conduct so egregious as to demonstrate a general disregard for the employees' fundamental statutory rights. Thus, in our opinion, the broad injunctive language is not appropriate, and we have modified the recommended Order accordingly. *Hickmott Foods, Inc.*, 242 NLRB 1357 (1979).

[1] Said agreement contained a union-security clause.

II. THE LABOR ORGANIZATIONS INVOLVED

The consolidated complaint alleges, Respondents admit, and I find that the ILGWU is a labor organization within the meaning of Section 2(5) of the Act.

The consolidated complaint also alleges, and the Company admits, that Local 157 is a labor organization within the meaning of the Act. However, the ILGWU's answer states that it "[i]s without information sufficient to form a believe [sic] as to the truth or falsity of" that allegation. Whereupon, the General Counsel introduced into evidence, without objection, a Decision and Direction of Election and a Certification of Representative issued by Region 2 of the Board in Case 2–RD–865, and a Certification of Representative issued by Region 22 of the Board in Case 22–RC–8513, all attesting to the fact that Local 157 admits employees to membership and exists for the purpose of bargaining with employers concerning wages, hours, and other terms and conditions of employment. In addition, Local 157's secretary-treasurer, Henry Finiguerra, testified without contradiction that he handled membership dues, welfare payments, and grievances, and that he signed the collective-bargaining agreement with the Company, on behalf of Local 157.[2]

It is the ILGWU's contention, as expressed at the hearing and in its brief, that Local 157 is not a bona fide union and, as such, should not enjoy the same legal standing before the Board as do legitimate unions. It seeks to utilize this case as the proper vehicle to overturn longstanding Board policy regarding alleged criminal infiltration into labor organizations.[3] However, I am bound by precedent to adhere to present Board law, which requires that a union be an organization in which employees participate, and which represents them in its dealings with employers regarding terms and conditions of employees' employment, in order for it to qualify as a labor organization within the meaning of the Act. As stated by the Board in *Alto Plastics Manufacturing Corporation*, 136 NLRB 850, 851–852 (1962):

> If an organization fulfills these two requirements, the fact that it is an ineffectual representative, that its contracts do not secure the same gains that other employees in the area enjoy, that certain of its officers or representatives may have criminal records, that there are betrayals of the trust and confidence of the membership, or that its funds are stolen or misused, cannot affect the conclusion which the Act then compels us to reach, namely, that the organization is a labor organization within the meaning of the Act.

On the basis of the above, the record and Board law support my finding that Local 157 is a labor organization within the meaning of Section 2(5) of the Act.

[2] G.C. Exh. 6.

[3] During the course of the hearing, the ILGWU sought to introduce into evidence an indictment and conviction for perjury of Vincent Gulino, Local 157's president. I rejected the offer and had the exhibit placed in the rejected file.

III. THE ALLEGED UNFAIR LABOR PRACTICES

The facts are not in dispute. Ana Colon, the Company's president, testified that she began operations on April 14, 1980, and that on that very first day, a representative of Local 157, Mercedes Kelly, came to the shop to organize the employees; Kelly would continue to show up at the shop once or twice a week for the next several weeks. About three weeks later, Kelly refused to sign and the contract was left with her bookkeeper, Lee Steinberg. Colon testified that she did execute the contract at a later date at her lawyer's office.[4] The agreement is effective for a period of 3 years from May 1, 1980, to April 30, 1983. The unit of employees specified therein includes the Company's production and maintenance employees and excludes all others. Also contained therein, *inter alia*, are valid union-security and checkoff clauses and a requirement that the Company contribute to a welfare fund.[5]

Sara Martinez testified on behalf of the ILGWU. She stated that she was employed as an organizer, that she obtained signed authorization cards from all the Company's unit employees in March 1981, that she requested recognition, that when the Company refused the ILGWU picketed the Company's premises, and all but two of the unit employees honored that picket line.

Colon testified that, in order to rid herself of the pickets and on advice of counsel, she signed the ILGWU's recognition agreement, dated March 13, 1981 (G.C. Exh. 3), by which she agreed to become a member of the Affiliated Dress Manufacturers, Inc., an employer association, and to apply the association's contract with the ILGWU to her employees. This agreement was to remain in effect until May 31, 1982, and it contained a valid union-security clause. From March 1981 forward, the Company no longer adhered to the terms and conditions of Local 157's contract, and permitted the ILGWU to service its employees.

Analysis and Conclusion

For all intents and purposes the Company's agreement with Local 157 was effective from May 1, 1980, to April 30, 1983. By virtue of that contract, Local 157 was entitled to recognition as the bargaining representative of the employees covered by the contract during that period. On March 13, 1981, more than 2 years prior to the expiration date of Local 157's contract, the Company accorded recognition to the ILGWU as the bargaining representative of the unit employees, and the ILGWU accepted it.

The General Counsel contends that the Company violated Section 8(a)(1), (2), (3), and (5) of the Act by recognizing and contracting with the ILGWU at a time when the Company was bound by a contract with Local 157, and by thereafter failing and refusing to recognize Local 157 or to honor its contract. I agree.

[4] The General Counsel introduced into evidence a letter, dated August 27, 1980, from the Company's attorney to Finiguerra, which confirmed the execution of the agreement by Colon. See G.C. Exh. 7.

[5] In evidence are ledger sheets showing dues deductions for the Company's employees from June 1980 through January 1981, and welfare fund payments through October 1980. See G.C. Exhs. 8, 9, 10, and 11.

As stated by Administrative Law Judge Nancy M. Sherman, and adopted by the Board, in *Argano Electric Corp.*, 248 NLRB 352, 357 (1980):

> . . . the foregoing statutory provisions are violated where an employer recognizes and contracts with one union as his employees' exclusive bargaining representative at a time when the employer and another union are bound by a current contract which recognizes that union as the exclusive bargaining representative of the same employees; and thereafter fails and refuses to recognize the latter union and to honor its contract. *Southern Oregon Log Scaling and Grading Bureau*, 223 NLRB 430 (1976); *Edwards & Webb Construction Company*, 207 NLRB 614 (1973); *Tricor Products Inc. and/or C & J Pattern Co.*, 239 NLRB 65 (1978).

In addition, the General Counsel contends that the ILGWU violated Section 8(b)(1)(A) and (2) of the Act by accepting recognition and by entering into such a contract. I agree again. The cases are legion which stand for the proposition that by accepting exclusive representative status at a time when another labor organization was the exclusive bargaining representative of employees in the appropriate unit by virtue of a contractual obligation, and by subsequently entering into and maintaining a collective-bargaining agreement which contains a union-security clause, a union violates the foregoing statutory provisions.[6]

Under the circumstances, and in light of the fact that neither the Company nor the ILGWU appear to dispute the legal conclusions that necessarily flow from the uncontroverted facts, except for the ILGWU's opposition to current Board law concerning the union status of Local 157 as stated above, I find that the Company violated Section 8(a)(1), (2), (3), and (5) of the Act by entering into a collective-bargaining agreement containing a union-security clause despite its obligation to bargain with Local 157, and withdrawing recognition from Local 157, and I also find that the ILGWU violated Section 8(b)(1)(A) and (2) of the Act by accepting recognition from the Company and entering into a contract with it at a time when another union is the exclusive bargaining representative for the Company's employees.

CONCLUSIONS OF LAW

1. Ana Colon, Inc., is, and at all times material herein has been, engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. New York Coat, Suit, Dress, Rainwear & Allied Workers' Union, International Ladies' Garment Workers' Union, and Journeymens & Production Allied Services of America & Canada, International Union, Local 157, are labor organizations within the meaning of Section 2(5) of the Act.

3. By recognizing the ILGWU as the representative of the employees in the appropriate unit at a time when Local 157 was the lawful representative, the Company rendered and is rendering unlawful assistance to a labor organization and thereby has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(2) and (1) of the Act.

4. By entering into a collective-bargaining contract containing a union-security clause with an unlawfully assisted union, Respondent Company has engaged in and is engaging in unfair labor practices in violation of Section 8(a)(3) and (1) of the Act.

5. All employees employed by the Company, but excluding executives, watchmen, professional employees, secretaries, clerks, salesmen, bookkeepers, production men, foremen, designers, and supervisors as defined in the Act, constitute an appropriate unit within the meaning of Section 9(a) of the Act.

6. At all times since May 1, 1980, Local 157 has been the exclusive representative for purposes of collective bargaining of all employees in the aforesaid appropriate unit within the meaning of Section 9(a) of the Act.

7. By withdrawing recognition from, and refusing to bargain collectively with, Local 157 during the period when Respondent Company and Local 157 were parties to a collective-bargaining agreement, Respondent Company has violated Section 8(a)(5) and (1) of the Act.

8. By accepting exclusive representative status at a time when another labor organization was the exclusive bargaining representative of employees in the appropriate unit and when Respondent ILGWU did not represent a majority of the unit employees, and by subsequently entering into and maintaining a collective-bargaining contract with Respondent Company, Respondent ILGWU has restrained and coerced, and is restraining and coercing, the employees of Respondent Company in the exercise of rights guaranteed them in Section 7 of the Act, in violation of Section 8(b)(1)(A) of the Act.

9. By entering into and maintaining the said agreement which contains a union-security clause, Respondent ILGWU has violated Section 8(b)(2) and (1)(A) of the Act.

10. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondents have engaged in unfair labor practices, I shall recommend that they cease and desist therefrom and that they take certain affirmative action designed to effectuate the policies of the Act.

I shall recommend that Respondent Company withdraw all recognition from Respondent ILGWU as the representative of its employees for the purpose of dealing with it concerning grievances, labor disputes, wages, rates of pay, hours of employment, and other conditions of employment, unless and until the said labor organization shall have demonstrated its exclusive majority representative status pursuant to a Board-conducted election. I shall also recommend that Respondent Company cease and desist from giving any force or effect to the collective-bargaining agreement containing the unlawful union security provisions executed and maintained with Respondent ILGWU. However, nothing herein shall be construed as requiring Respondent Company to vary any

[6] *Supreme Equipment & Systems Corp.*, 235 NLRB 244 (1978); *Stockton Door Co., Inc.*, 218 NLRB 1053 (1975).

wage, hour, seniority, or other substantive feature of its relations with its employees which Respondent Company has established in the performance of this contract.

I shall recommend that Respondent ILGWU cease and desist from acting as the collective-bargaining representative of the Company's employees unless and until said labor organization shall have demonstrated its exclusive majority status pursuant to a Board conducted election. I shall also recommend that Respondent ILGWU refrain from seeking to enforce the unlawful union-security contract executed and maintained by Respondents.

I shall recommend that Respondent Company and Respondent ILGWU jointly and severally reimburse employees who joined the ILGWU as the result of the unlawful union-security clause for initiation fees, dues, assessments, or other moneys exacted from them pursuant to the said clause, with interest thereon to be computed in the manner set forth in *Seafarers International Union of North America, Great Lakes District, AFL-CIO*, 138 NLRB 1142 (1962), and *Florida Steel Corp.*, 231 NLRB 651 (1977).

I shall recommend that Respondent Company remit dues properly due to Local 157 under the terms of the collective-bargaining agreement with Local 157.

Finally, I shall recommend that Respondent Company recognize and bargain with Local 157, comply with all terms of the collective-bargaining agreement with Local 157 for the balance of the term of the contract in existence with Local 157 at the time Respondent Company withdrew recognition from Local 157, and submit to Local 157 all information necessary for the administration of said contract and for the purposes of collective bargaining.

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I issue the following recommended:

ORDER[7]

A. The Respondent Company, Ana Colon, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Contributing support to Respondent ILGWU, or to any other labor organization of its employees.

(b) Recognizing or contracting with Respondent ILGWU as the representative of any of its employees for purposes of collective bargaining, unless and until said labor organization has been certified by the National Labor Relations Board as the exclusive bargaining representative of such employees.

(c) Giving effect to the collective-bargaining contract with Respondent ILGWU, or to any extension, renewal, or modification thereof; provided, however, that nothing in this recommended Order shall be construed as requiring Respondent Company to vary or abandon any wages, hour, seniority, or other substantive feature of its relations with its employees which the Company has established in the performance of this agreement, or to prejudice the assertion by employees of any rights they may have thereunder.

(d) Giving effect to the union-security provisions of the aforesaid contract.

(e) Refusing to recognize and bargain collectively with Local 157, as the exclusive bargaining representative of its employees in the appropriate unit with respect to wages, hours, and other terms and conditions of employment.

(f) In any other manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the Act.

2. Take the following affirmative action to effectuate the purposes of the Act:

(a) Withdraw and withhold all recognition from Respondent ILGWU as the exclusive bargaining representative of its employees for the purposes of collective bargaining, unless and until said labor organization shall have been certified by the Board as the exclusive representative of such employees.

(b) Jointly and severally with Respondent ILGWU reimburse its present and former employees for all initiation fees, dues, assessments, and other moneys they have been required to pay Respondent ILGWU by reason of Respondent Company's enforcement of its unlawful union-security agreement with that labor organization in the manner described in that portion of this Decision entitled "The Remedy."

(c) Upon request, recognize and bargain with Local 157 as the exclusive bargaining representative of all employees in the appropriate unit and comply with all terms of the collective-bargaining agreement with Local 157 for the balance of the term of the contract in existence with Local 157 at the time Respondent Company withdrew recognition from Local 157, and submit to Local 157 all information necessary for the administration of said contract and for the purposes of collective bargaining. The appropriate unit is:

> All employees employed by Ana Colon, Inc., but excluding executives, watchmen, secretaries, clerks, salesmen, bookkeepers, production men, foremen, designers, professional employees, and supervisors as defined in the Act.

(d) Post at its place of business in New York, New York, copies of the attached notice marked "Appendix A."[8] Copies of said notice, on forms provided by the Regional Director for Region 2, after being duly signed by Respondent Company's representative, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees

[7] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[8] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

are customarily posted. Reasonable steps shall be taken by Respondent Company to ensure that said notices are not altered, defaced, or covered by any other material.

(e) Post at the same place and under the same conditions as set forth in paragraph (d) above, as soon as they are forwarded by the Regional Director, copies of Respondent ILGWU's notice herein marked "Appendix B."

(f) Mail to the Regional Director signed copies of Appendix A for posting by Respondent ILGWU at its business offices and meeting halls at New York, New York, in conspicuous places, including all places where notices to members are customarily posted. Copies of said notice on forms provided by the Regional Director after being duly signed by Respondent Company's representative, shall be forthwith returned to the Regional Director for disposition by him.

(g) Notify the Regional Director for Region 2, in writing, within 20 days from the date of this Order what steps Respondent Company has taken to comply herewith.

(h) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, personnel records and reports, and all other records necessary to compute the amount of dues and welfare payments due either to employees or to the Charging Party under this Order.

B. Respondent Union, New York Coat, Suit, Dress, Rainwear & Allied Workers' Union, International Ladies' Garment Workers' Union, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Acting as the exclusive bargaining representative of any of the employees of Respondent Ana Colon, Inc., for the purpose of dealing with said Company concerning grievances, labor disputes, wages, rates of pay, hours of work, or other conditions of employment, unless and until said labor organization shall have demonstrated its exclusive majority status pursuant to a Board-conducted election.

(b) Giving effect to the collective-bargaining contract with Respondent Company, or to any extension, renewal, or modification thereof.

(c) In any like or related manner restraining or coercing employees of Respondent Company in the exercise of the rights guaranteed in Section 7 of the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Jointly and severally with Respondent Company reimburse each of the present and former employees of said Company for all initiation fees, dues, assessments, and other moneys unlawfully exacted from them pursuant to the unlawful union-security agreement, in the manner set forth in the section of this Decision entitled "The Remedy."

(b) Post at its business offices and meeting halls in New York, New York, copies of the attached notice marked "Appendix B."[9] Copies of said notice, on forms provided by the Regional Director for Region 2, after being duly signed by Respondent ILGWU's representative, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by Respondent ILGWU to ensure that said notices are not altered, defaced, or covered by any other material.

(c) Post at the same place and under the same conditions as set forth in paragraph B, 2(b), above, as soon as they are forwarded by the Regional Director, copies of the attached notice marked "Appendix A."

(d) Mail to the Regional Director signed copies of Appendix B for posting by Respondent Company at its New York, New York, place of business in conspicuous places, including all places where notices to employees are customarily posted. Copies of said notice, on forms provided by the Regional Director, after being signed by Respondent ILGWU's representative, shall be forthwith returned to the Regional Director for disposition by him.

(e) Notify the Regional Director for Region 2, in writing, within 20 days from the date of this Order, what steps Respondent ILGWU has taken to comply herewith.

[9] See fn. 8, *supra.*

APPENDIX A

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing in which we were represented and presented evidence, it has been found that we have violated the National Labor Relations Act in certain respects. To correct and remedy these violations, we have been directed to take certain actions and to post this notice.

WE WILL NOT contribute support to New York Coat, Suit, Dress, Rainwear & Allied Workers' Union, International Ladies' Garment Workers' Union (ILGWU), or to any other labor organization.

WE WILL NOT recognize or contract with the above-named labor organization as the representative of any of our employees for purposes of collective bargaining unless and until it has been certified as their exclusive bargaining representative by the National Labor Relations Board.

WE WILL NOT give effect to the collective-bargaining contract with the ILGWU which we executed, or to any extension, renewal, or modification thereof; but the Decision and Order of the National Labor Relations Board pursuant to which we are posting this notice does not require us to change or withdraw any arrangements we have made with you about such matters as wages, hours, seniority,

or other conditions of employment, or prevent you from asserting any rights you may have under the above contract.

WE WILL NOT give effect to the provisions of our contract with the ILGWU which would require you to join that labor organization as a condition of employment or continued employment with our company.

WE WILL NOT refuse to recognize and bargain collectively with Journeymens & Production Allied Services of America & Canada, International Union, Local 157, as the exclusive bargaining representative of our employees in the appropriate unit described below with respect to wages, hours, and other terms and conditions of employment.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their rights guaranteed in Section 7 of the National Labor Relations Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the aforementioned Act.

WE WILL withdraw and withhold all recognition from the ILGWU as the exclusive bargaining representative of our employees in the appropriate unit for the purposes of collective bargaining, unless and until said labor organization shall have been certified by the Board as the exclusive representative of such employees.

WE WILL jointly and severally with the ILGWU reimburse our present and former employees for all initiation fees, dues, assessments, and other moneys they have been required to pay to the ILGWU by reason of our enforcement of our unlawful union-security agreement with that labor organization, together with interest thereon.

WE WILL, upon request, recognize and bargain with Local 157 as the exclusive bargaining representative of all employees in the appropriate unit and comply with all terms of the collective-bargaining agreement with Local 157 for the balance of the term of the contract in existence with Local 157 at the time we withdrew recognition from Local 157, and submit to Local 157 all information necessary for the administration of said contract and for the purpose of collective bargaining. The appropriate unit is:

All employees employed by Ana Colon, Inc., but excluding executives, watchmen, secretaries, clerks, salesmen, bookkeepers, production men, foremen, designers, professional employees, and supervisors as defined in the Act.

ANA COLON, INC.

APPENDIX B

NOTICE TO EMPLOYEES AND MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

TO ALL MEMBERS OF NEW YORK COAT, SUIT, DRESS, RAINWEAR & ALLIED WORKERS' UNION, INTERNATIONAL LADIES' GARMENT WORKERS' UNION, AND ALL EMPLOYEES OF ANA COLON, INC.

After a hearing in which we were represented and presented evidence, it has been found that we have violated the National Labor Relations Act in certain respects. To correct and remedy these violations, we have been directed to take certain actions and to post this notice.

WE WILL NOT act as the exclusive bargaining representative of any of the employees of Ana Colon, Inc., for the purpose of dealing with said Employer concerning grievances, labor disputes, wages, rates of pay, hours of work, or other conditions of employment, unless and until we become their exclusive bargaining representative pursuant to an election conducted by the National Labor Relations Board.

WE WILL NOT give any effect to the collective-bargaining contract with Ana Colon, Inc., which we executed, or to any extension, renewal, or modification thereof.

WE WILL NOT in any like or related manner restrain or coerce employees of Ana Colon, Inc., in the exercise of their rights under Section 7 of the National Labor Relations Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the Act.

WE WILL jointly and severally with Ana Colon, Inc., reimburse any employees of that Employer who joined our labor organization as a result of the unlawful union-security clause of our contract with said Employer for initiation fees, dues, assessments, or other moneys received in payment of their membership obligation, together with interest thereon.

NEW YORK COAT, SUIT, DRESS, RAINWEAR & ALLIED WORKERS' UNION, INTERNATIONAL LADIES' GARMENT WORKERS' UNION